

Contract no. 702

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

RUTGERS UNIVERSITY

AGREEMENT

Between

TOWN OF PHILLIPSBURG

WARREN COUNTY, NEW JERSEY

and

LOCAL 2928

AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 73

JANUARY 1, 1991 THROUGH DECEMBER 31, 1993

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## FREAMBLE

The Agreement entered into this        day of  
between the Town of Phillipsburg, hereafter referred to as "Town"  
and Local 2928, American Federation of State, County and  
Municipal Employees, AFL-CIO, Council #73, hereafter referred to  
as "Union", represents the complete and final understanding on  
all bargainable issues between the Town and the Union.

## ARTICLE 1.

### RECOGNITION

A. The Town recognizes the Union as the sole exclusive  
collective bargaining agent under N.J.S.A. 34:13A-5.3 with regard  
to rates of pay, hours of work and other conditions of employment  
for an appropriate bargaining unit consisting of the following  
job classifications:

Accounting Assistant  
Account Clerk - typing  
Assessing Clerk  
Building Maintenance Worker  
Clerk/Stenographer  
Clerk/Typist  
Communications Optr./Typing  
Deputy Municipal Court Clerk  
Housing Inspector  
Housing Technician Assistant  
Laborer  
Laborer, Heavy  
Mechanic  
Mechanic's Helper  
Police Records Clerk  
Principal Account Clerk - typing  
Principal Clerk Typist  
Principal Cashier - typing  
Public Works Repairer  
Public Works Inspector  
Sr. Accounts Clerk  
Sr. Bookkeeping Machine Operator  
Sr. Clerk Stenographer  
Sr. Clerk Typist  
Sr. Mechanic  
Sr. Public Works Repairer

Sr. Sewage Plant Repairer  
Sewage Plant Operator  
Sewage Plant Repairer  
Telephone Operator/Receptionist  
Truck Driver

D. Excluded from the provisions of this Agreement are probationary employees and those employed on a temporary, seasonal or casual basis unless they are specifically included.

C. In the event the Employer and the Union are unable to agree as to additions or deletions of classifications to the unit, the issue shall be submitted to the Public Employment Relations Commission for determination as provided by law.

#### ARTICLE 2.

##### DUES CHECK OFF

A. The Town agrees to deduct from the salaries of its employees subject to this Agreement who authorize same in advance in writing, dues for the Union. Such deduction shall be made in compliance with N.J.S.A. 52:14-15.9 (e) as amended. Said monies, together with records of any corrections, shall be transmitted to the Union office by the end of the next month following the monthly pay period in which deductions were made.

B. The Union shall provide all necessary check-off authorization forms and secure the signatures of its members on said forms before delivering the signed forms to the Town Manager, as provided in N.J.S.A. 52:14-15 (e) as amended.

C. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Town written notice at least 30 days prior to the effective date of such change.

D. The Union shall indemnify, defend and save the Town harmless against any and all claims, judgments, demands, suits, orders or other forms of liability that may arise out of or by reason of action taken or not taken by the Town as a result of such salary deductions for Union dues.

E. Any employee in the Bargaining Unit on effective date of this Agreement who does not join the Union within 30 days thereafter, any new employee who does not join within 90 days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within 10 days of re-entry into employment within the Unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction.

The representation fee shall be in an amount equal to 85% of the regular union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees, and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

## ARTICLE 3.

### MANAGEMENT RIGHTS

A. The Town of Phillipsburg hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Town government and its properties and facilities, the activities of its employees;

2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, except as specifically limited herein, and to promote and transfer employees;

3. To suspend, demote, discharge, or take any other disciplinary action for good and just cause according to law;

B. The prerogatives and authority which the Town has not officially abridged, delegated, or modified by this Agreement are retained by the Town.

## ARTICLE 4.

### PROBATION

A. All newly hired employees in the classified service shall be subject to a working test (probationary) period of 60 working days.

B. The purpose of said trial period is to enable the Town to evaluate the employee's work performance, suitability for the position, and conduct in order to determine whether the employee merits permanent employment status.

C. The employee shall begin earning sick leave and vacation benefits as of the date of appointment and shall be eligible to receive such benefits in the form of time off from the job after 60 working days.

D. If, at any time during or at the end of the working test period the conduct and/or performance of the employee is found by the Town to be unsatisfactory, the Town may terminate the employee. The decision of the Town regarding the termination of such employees shall not be subject to the grievance procedure.

#### ARTICLE 5.

##### NO-STRIKE PLEDGE

A. During the term of this Agreement, the Union agrees that there will be no work stoppage or slowdown of any kind and the Town agrees that it will not cause any lock out.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Town. The Union agrees that such action would constitute a material breach of the Agreement.



C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Town.

D. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Union member shall entitle the Town to discipline said employees by taking appropriate steps such as, but not limited to, suspension, fine, or dismissal.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Town in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event such breach by the Union or its members.

#### ARTICLE 6.

##### NON-DISCRIMINATION

A. There shall be no discrimination by the Town or the Union against any employee on account of race, color, creed, age, sex, national origin or political affiliation.

B. There shall be no discrimination, interference or restraint or coercion by the Town or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union, or because of any lawful activities by such employee on behalf of the Union.

C. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement, who are not members of the local Union.

## ARTICLE 7.

### WORK SCHEDULES

A. The sole authority in scheduling work rests with the Employer. The normal work day for an employee shall be eight (8) consecutive hours. The normal work week shall be forty (40) hours Monday through Friday. Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.

B. Service to the public may require establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal blue collar 7:00 a.m. to 3:00 p.m. shift or white collar 8:00 a.m. to 4:30 p.m. shift.

C. In all cases where practicable and when service to the public would not be adversely affected, the Employer will give twenty-four (24) hour advance notice to the employees affected by the establishment of work days different from the employee's normal eight (8) hour work day.

D. In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than a normal work day be scheduled to work more than eight (8) hours; however, each employee has an obligation to work overtime as directed and to respond to callbacks if requested. In cases where unusual circumstances are not present in regard to overtime work, the employee's immediate supervisor will give a four (4) hour notice to employees;

however, lack of such notice shall not be grounds for employees to refuse to work overtime. An employee may refuse an overtime assignment provided he/she has a reasonable excuse for refusing.

#### ARTICLE 8.

##### LUNCH PERIODS AND REST PERIODS

A. 1. Blue Collar employees shall be entitled to a lunch period of not more than thirty (30) minutes for each full day of work at times designated by the Town.

2. White Collar employees shall be entitled to a lunch period of not more than one (1) hour for each full day of work at times designated by the Town.

B. Employees shall be entitled to a rest period of not more than fifteen (15) minutes for each half day of work at times designated by the Town.

C. The rest periods or lunch period shall be strictly limited to designated minutes with no additional time for travel to or from work sites.

D. Employees shall not use Town vehicles to travel to and from any place for lunch period other than the Town Garage or normal work sites unless authorized to do so by their department head.

E. A rest period or lunch period may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

## ARTICLE 9.

### SAFETY

The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner. Union and Management agree to set up a Safety Committee to meet on a regular basis to discuss items of mutual concern and interest.

## ARTICLE 10.

### OVERTIME

A. The normal work week for employees covered by this Agreement shall be forty (40) hours as established in accordance with Article VII, Work Schedules. Work in excess of the normal work week shall be considered overtime and shall be paid at the rate of one and one-half (1-1/2) times the regular base hourly rate of the employee. The base hourly rate includes longevity payments or other stipends received by the employee.

B. For overtime computation purposes only, time within the employee's standard weekly work schedule for which the employee received pay from the Town for approved absence shall be credited to time worked when computing the work week.

C. Any employee required to work on a holiday designated in Article 30. Holidays, shall be compensated at the time and one-half rate for all hours worked on such holiday in addition to receiving holiday pay.

D. Any employee required to work in excess of sixteen (16) continuous hours in a defined twenty-four (24) hour work day shall be paid at the rate of two (2) times his/her regular base

hourly rate exclusive of longevity or special allowances. For purpose of this subsection only, the twenty-four hour day shall commence at 12:00 midnight.

E. Overtime opportunities shall be distributed as equally as possible among employees in the same job classification. Dispatchers will be asked first if overtime is available before police officers fill the overtime slot. It is understood that nothing in this clause shall require payment for overtime hours not worked.

F. The approval of the Department Head must be obtained prior to working overtime.

#### ARTICLE 11.

##### GRIEVANCE PROCEDURE

A. DEFINITION: Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of the Agreement, but shall exclude any alleged understanding, practice or other matters outside the terms of this Agreement.

B. PROCEDURES: STEP 1 - INFORMAL - IMMEDIATE SUPERVISOR: Within five (5) days of the date a grievance arises, the employee either directly or accompanied by a Steward will present the grievance informally to the Immediate Supervisor. Within three (3) working days after presentation of the grievance, the Immediate Supervisor will render a decision orally or a written answer to the employee and Steward.

STEP 2 - FORMAL - DIVISION HEAD: Within five (5) days of the oral or written answer from the Immediate Supervisor, if

the grievance is not resolved, the employee shall file a written grievance with the Division Head. The Division Head will arrange a meeting with the employee and the Local Union Steward in not less than five (5) working days to attempt to resolve the grievance. The Division Head shall give a written answer to the employee and Steward not later than five (5) days after such meeting.

STEP 3 - FORMAL - DEPARTMENT HEAD: Within five (5) days of the written answer from the Division Head, if the grievance is not resolved, the employee shall move the grievance to the Department Head. The Department Head will arrange a meeting with the employee, Local Union Steward and Local Union President in not less than five (5) working days to attempt to resolve the grievance. The Department Head shall give a written answer to the employee and Steward not later than five (5) working days after such meeting.

STEP 4 - FORMAL - TOWN MANAGER: Within ten (10) days of the written answer, if the grievance is not resolved, it shall be filed by the Grievant with the Town Manager. The Town Manager will arrange a meeting at a mutually agreeable time and place within ten (10) working days after receipt of the written grievance. The aggrieved party, the Shop Steward, Council #73 Union representative and Local Union President shall be entitled to be present at the meeting. The Town Manager shall give a written answer to the grievance of the employee and Union within ten (10) working days after the meeting, or within such additional period of time that may be mutually agreed upon.

STEP 5 - ARBITRATION: If the grievance is still unsettled, the Union may, within fifteen (15) days after the reply of the Town Manager is due, by written notice to the Town Manager, request arbitration.

C. A GROUP GRIEVANCE, one that may affect a group of employees, may be presented by the Union at STEP 3. Any grievance not processed to the next STEP in the Grievance Procedure within the time limits provided for such proceeding shall be deemed to have been waived and abandoned by the moving party.

D. If there is no supervisor in the STEP 2 or STEP 3 position, then the grievance shall be automatically advanced to the next step by the grievant.

E. CHOICE OF REMEDY: If, as a result of the written Employer response in STEP 4, the grievance remains unresolved, and if the grievance involves an employee who has completed the required probationary period, the grievance may be appealed either to Arbitration or a procedure such as State Civil Service, court litigation, or similar appeal. If appealed to any procedure other than arbitration as provided in this Article, the grievance is not subject to this arbitration procedure. The aggrieved employee shall indicate in writing which procedure is to be utilized and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through another remedy.

F. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within

seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service or the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. A flip of a coin shall determine who shall strike the first name; the other party shall then strike one (1) name; the process will be repeated and the remaining person shall be the arbitrator.

G. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

H. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, at cost, to the other party and the arbitrator, if necessary.

I. The only grievances or disputes which may be submitted for arbitration shall be those arising out of the meaning, application and interpretation of the provisions of this Agreement. The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of the Agreement.



## ARTICLE 12.

### SENIORITY

A. Seniority shall mean accumulated length of service within the Town of Phillipsburg computed from the employee's last date of hire and shall be uniformly applied to all employees. Authorized leaves of absence shall be considered part of continuous service.

B. Seniority shall be the determining criterion for personnel assignments, demotions, promotions, layoffs, and recall only when other qualification factors are equal. The discretion of the Employer in assigning personnel shall not be based solely on seniority.

C. Seniority shall be the determining criterion for the purpose of picking vacation periods.

## ARTICLE 13.

### JOB POSTING

A. Existing or planned job vacancies will be posted on the bulletin boards within five (5) days after the decision by management to fill the vacancy. The posting will include a description of the job, any required qualifications, the location of the vacancies and the procedures to be followed by employees interested in making application. Said application must be made by the employees within ten (10) working days of posting. A copy of the posting will be given to the Union President.

B. Members of the bargaining unit who are applicants for openings shall be notified of the disposition of their application.

ARTICLE 14.

SICK LEAVE

A. Sick leave is defined as meaning absence from duty of the employee because of illness or injury by reason of which such employee is unable to perform the usual duties of his/her position, exposure to contagious disease, or a short period of emergency attendance upon a member of his/her immediate family with the employee critically ill or incapacitated and requiring the presence of such employee. For purposes of this article, immediate family means the parent, spouse, or child of the employee.

B. Part-time permanent employees shall be eligible for sick leave on a pro-rated basis. Part-time temporary employees shall not be eligible for sick leave. Part-time permanent employee is one who works less than thirty (30) hours per week on an annual basis, and temporary employee is one who fills a vacancy for which the termination date is known at the time of employment.

C. In order for an employee to receive sick leave benefits, it is their responsibility to notify the immediate supervisor on or before the designated time to commence regular work of the condition which requires the employee to be absent. The burden of establishing that proper notification could not be made lies with the employee. In cases of extended leave, the employee must keep the immediate supervisor appraised of his/her condition.

D. Requests for sick leave to be present with a member of the immediate family of the employee must be accompanied by the name and relationship of the ill or injured family member, an

explanation as to why the employee must be present, and a certification by a physician if the absence is for more than three (3) consecutive days.

E. If an employee utilizes sick leave for a period greater than five (5) consecutive days or totaling more than ten (10) days in one calendar year, he/she may be required to produce a certificate from a physician designated by the Town or the employee's own physician to establish proof of the need for such leave. A supervisor may require a doctor's certification for any period of sick leave if he believes the individual concerned is abusing the benefit.

F. No employee, while on sick leave, shall be elsewhere or otherwise employed or engaged in outside work or employment whatsoever, and claiming sick leave when mentally and physically fit, may be cause for disciplinary action, including but not limited to transfer, suspension, demotion, or dismissal.

G. Full time employees shall accumulate sick leave on the basis of fifteen (15) days of sick leave per year earned at the rate of one and one quarter (1-1/4) days per month. In the first year of employment, employees shall be entitled to earn one day of sick leave for each month of employment. Employees, at their option, may be paid for fifty percent (50%) of their unused sick leave no later than February 15th of the succeeding year. The remaining fifty percent (50%) of their unused sick days shall accumulate from year to year without limitation.

H. One sick day per calendar year may be used for routine dental care.

I. Sick leave with pay will not be allowed under the following conditions:

1. If the employee, when under medical care, fails to carry out the order of the attending physician.
2. If, in the opinion of the Town physician, the employee is ill or disabled because of self-inflicted wounds, alcoholism or the use of non-prescription habit-forming drugs.
3. Sick leave shall not be allowed for such things as non-medical professional services.

J. Sick leave shall not be used in conjunction with vacation or personal days with the intent to extend time away from duty.

#### ARTICLE 15.

##### ACCUMULATED SICK LEAVE PAYMENT

A. All employees covered by this Agreement shall be entitled, upon retirement, to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement.

B. Employees must retire from service with at least twenty (20) years of continuous service and leave employment in good standing after giving proper notice to be eligible for such payment.

C. The supplemental compensation payment to be paid hereunder, shall be computed at the rate of one-half (1/2) of the employee's daily base rate of pay for each day of earned and

unused accumulated sick leave based upon the average annual base rate compensation received during the last year of his employment, prior to the effective date of his retirement, provided however, that no such lump sum payment of supplemental compensation payment shall exceed \$12,000.00.

#### ARTICLE 16.

##### BEREAVEMENT LEAVE

A. All permanent employees covered by this Agreement shall be entitled to five (5) working days leave without loss of pay for the death of spouse, child, mother, father, brother, or sister.

B. All permanent employees covered by this agreement shall be entitled to a three (3) consecutive day leave with pay because of a death in the employee's immediate family. For the purpose of this Article, the term "immediate family" is defined to mean grandparents, grandchildren, mother-in-law, father-in-law or any relative living in the employee's household.

C. All permanent employees covered by this Agreement shall be entitled to one (1) work day leave without loss of pay to attend the funeral of anyone in the non-immediate family. For the purpose of this Article, the term "non-immediate family" is defined to mean aunt, uncle, niece, nephew, brother-in-law, and sister-in-law.

D. Such leave shall not be accumulative in the event that it is not used.

#### ARTICLE 17.

##### JURY LEAVE

A. Any employee covered by this Agreement who is required to serve on a jury, shall be granted a leave of absence to serve on said jury.

B. During the period of serving on said jury, the employee shall receive full pay from the Town, provided that the employee turns over to the Town Treasurer all monies received for service on such jury.

#### ARTICLE 18.

#### MATERNITY LEAVE

A. A maternity leave is to be regarded as leave without pay and the bargaining unit member shall be entitled to all considerations and benefits associated with such leave. During this leave of absence, the Town will continue to pay all medical benefits.

B. As soon as verified by medical authority, the staff member shall notify her Department Head in writing of the condition of pregnancy. The notification shall include the employee's plans of continuing employment or taking leave of absence not to exceed one hundred twenty (120) calendar days.

C. After the completion of the one hundred twenty (120) day leave, an employee may request an additional sixty (60) calendar day leave of absence without pay or medical benefits.

D. Notification of pregnancy from her physician shall be included giving the state of condition of the pregnancy, the anticipated delivery date and her ability to continue her normal duties. She shall give to her Department Head a certificate from her physician monthly certifying her ability to continue work.

E. All requests for maternity leaves must be approved by the Town Manager.

F. The bargaining unit member's position or another available position of equal compensation shall be made available to her within thirty (30) days after written notification to the Town Manager of her intent to return to employment.

#### ARTICLE 19.

#### MILITARY LEAVE

A. All full-time employees covered by this Agreement who are members of the United States Military Reserves or State National Guard and are required to engage in annual active duty for training, shall be granted a leave of absence in accordance with applicable State law.

B. If the military pay received by the employee is less than the regular Town pay received by the employee for the period of military leave, the Town hereby agrees to pay the difference between the regular Town salary and the military pay.

C. In order for an employee to be eligible for military leave he must:

1. Submit a request for such leaves on the regular leave forms provided by the Town no later than two weeks prior to the effective date of such leave.
2. Attached to the request for leave shall be a statement provided by the military indicating what the employee's pay for the period of military service will be.

D. Taking of military leave shall not reduce any other type of leave earned by employees.

#### ARTICLE 20.

##### CONVENTION LEAVES

A. An employee of the Town who is a duly authorized delegate of the Local Union may apply for a leave of absence to attend the International Convention, Council 73 Conventions, conferences and educational classes.

B. Said leave of absence shall not exceed three (3) days for said employee in any calendar year.

C. The employee receiving leave of absence to attend Union conferences as above described, shall be entitled to be paid his or her wages during said leave except that he or she shall not be paid for more than 3 days per year.

D. The Town shall approve the application of leave of absence submitted by the duly authorized delegate, so long as the efficient operation of the Town permits.

#### ARTICLE 21.

##### LEAVE OF ABSENCE WITHOUT PAY

A. A permanent employee may, upon request, be granted a leave of absence without pay for a period of up to six months for personal illness as defined in Article XIV or other reason.



B. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification and salary which they were earning at the time leave was granted or another available position, at the discretion of the Employer.

C. Said employees will suffer no loss of seniority or other employee rights, privileges or benefits, provided, however, that sick leave, vacation leave, and longevity credits shall not accrue excepting for those on military leave.

#### ARTICLE 22.

#### OCCUPATIONAL INJURY

A. An employee who is disabled by an injury incurred in the direct performance of his duty or by reasons as a direct result of or arising out of his employment and who qualifies for workmen's compensation benefits shall receive leave with pay which shall not be charged against accumulated sick leave. All other provisions regarding absence on account of sickness or disability shall apply.

B. Any employee who suffers a work-connected injury or disability, the Town shall continue the employee at full pay for a period of six (6) months. During this period of time, all workmen's compensation benefits shall be paid directly over to the Town.

C. Nothing herein contained shall be considered to be in derogation of or restrictive of any statute now in effect limiting the period during which municipal employees may be compensated for leave on account of disability or of illness (such as N.J.R.S. 40:11-8 and 40:11-9), but these provisions are to be construed and administered in conjunction therewith.

ARTICLE 23.

LABOR-MANAGEMENT COMMITTEE

A. The Employer and the Union, having recognized that cooperation between management and labor is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a Labor-Management Committee.

B. The Labor-Management Committee shall consider and recommend to the Administration changes in the working conditions. The Committee shall consider and recommend to the Administration changes in the working conditions. The Committee shall not consider items being grieved.

C. The Labor-Management Committee shall consist of four (4) members. The Union representatives shall be two (2) ranking officers of the Local Union. The administration shall designate two (2) members. The Committee shall meet at the request of any of the parties involved at times mutually agreeable to all parties.

ARTICLE 24.

UNION REPRESENTATIVES

A. The Town recognizes and shall deal with the accredited Union Steward or Union President or his/her designee in all matters relating to grievances and interpretation of this Agreement.

B. A written list of the Union Officials and Stewards shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union Stewards or officials.

C. The Town agrees to recognize a maximum of two (2) Stewards selected by the Union. The Union President shall be granted a reasonable amount of time during regular working hours, without loss of pay, to present, discuss and adjust grievances with the Town.

D. Neither a Steward nor a Union Officer shall leave their work without first obtaining the permission of their division head, which permission shall not be unreasonably withheld.

#### ARTICLE 25.

##### CALL-BACK PAY

A. Any full time employee who is called back to work after completing the regular shift and has left their place of work shall be guaranteed a minimum of two (2) hours pay at time and one-half rate, provided, however that such hours do not overlap into the employee's regular working hours.

B. All employees shall be required to work all hours, in addition to the two (2) hour minimum guarantee, which are required by the employee's supervisor.

C. When an employee is required to work in excess of four (4) hours past the normal work day, the employee shall be entitled to a one-half (1/2) hour dinner period at no loss of pay.

#### ARTICLE 26.

##### ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

A. An employee shall within five (5) working days of a written request to the Town Clerk, have an opportunity to review his/her personal folder during normal office hours in the

presence of an appropriate official of the Clerk's Office to examine any criticism, commendation or any evaluation of his/her work performance of conduct prepared by the Town during the term of this Agreement. He/she shall be allowed to place in such file a response of equal length to anything contained therein.

B. Each regular written evaluation or work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.

#### ARTICLE 27.

##### RULES AND REGULATIONS

A. The Town has heretofore established reasonable and necessary work rules and regulations for the conduct of employees in accordance with N.J.S.A. 34:13A-5.3. Such rules shall be applied and enforced in a uniform manner. Copies of rules and regulations shall be posted for the information of all employees covered by this Agreement and sent to the Union upon request.

B. The Employer agrees that application of existing rules and regulations are subject to the grievance procedure and that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union.

#### ARTICLE 28.

##### BULLETIN BOARDS

A. The Town agrees to make space available on existing bulletin boards for posting Union notices and announcements.

B. The Union agrees that it will not post anything of a political nature, anything of a derogatory nature to the Employer, anything detrimental to the public services, or anything which would incite or provoke job action.

ARTICLE 29.

DISCIPLINE AND DISCHARGE

A. An employee may be disciplined, suspended, or discharged only for just cause.

B. Discharge cases may be processed at the third step of the Grievance Procedure.

ARTICLE 30.

HOLIDAYS

A. The following days are designated as paid holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Good Friday	Friday before Easter Sunday
Easter	Monday after Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
General Election Day	First Tuesday after the first Monday in November
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

B. When a holiday falls on a Saturday the preceding Friday shall be observed as the holiday or on a Sunday, the following Monday shall be observed as the holiday.

C. Part-time permanent employees shall be entitled to holidays as set forth in this Article except that each day shall be pro-rated in accordance with the number of hours the employee works during his or her normal work week.

D. It is understood and agreed that any day designated by the Council, Governor or President as a special holiday for all Town employees, in addition to those provided in the first paragraph above, shall be given to employees covered by this Agreement.

E. Employees in a continuous service department whose regular day off falls on a holiday will be paid an additional eight (8) hours pay in addition to their regular pay.

F. Employees in a continuous service department, the holiday period is a twenty-four (24) hour period from 11:00 p.m. to 11:00 p.m. This provision applies only to this Article.

#### ARTICLE 31.

#### VACATIONS

YEARS OF CONTINUOUS FULL-TIME EMPLOYMENT WITH TOWN OF PHILLIPSBURG	VACATION
From date of hire until the following December 31	One (1) working day for each month of service completed
After one (1) to five (5) years	Twelve (12) working days
After five (5) to ten (10) years	Fifteen (15) working days
After ten (10) to twenty (20) years	Eighteen (18) working days
Twenty (20) years or more	Twenty (20) working days

A. Vacation leave cannot be taken without the prior approval of the Department Head on forms approved by the Town Manager. Three (3) vacation days will be permitted to be taken without notice subject to approval of the Department Head. Approval shall not be withheld unreasonably. When requesting an emergency vacation day, police dispatchers must request it at least 4 hours before their shift starts.

B. Employee shall receive vacation his seniority warrants within the year that the seniority is achieved on a pro-rated basis.

C. Vacations are credited in advance in expectation of continued employment starting in the second calendar year of employment.

D. Vacation leave may not be waived for the purpose of receiving double pay.

E. Part-time permanent employees shall be entitled to vacation as set forth in this Article except that it shall be pro-rated in accordance with the number of hours the employee works during his or her normal work week.

F. Employees may carry over up to fifty (50) percent of their annual vacation leave into the next calendar year. Exception will be made where employee is unable to take vacation because of management request.

G. Any employee who leaves the service of the Town by reason of retirement or who has otherwise been separated shall be compensated for the amount of vacation leave accrued and unused at the date of their separation at their rate of pay at the time of their termination.

H. All employees shall receive one additional vacation day per year which shall be used on the day after Thanksgiving. Employees who are required to work on that day shall be entitled to use the additional vacation day at some other time. Employees who work by mutual agreement shall be entitled to use the additional vacation day at some other time.

I. All employees shall receive one personal leave day per year. Such leave shall be requested and used on the same basis as vacation leave. Such leave shall not be accumulative in the event that it is not used.

#### ARTICLE 32.

##### INSURANCE

A. The Employer shall pay the premium cost of the employee's coverage under the Town of Phillipsburg group hospital-medical insurance plan.

B. The Employer shall pay the premium cost for a prescription drug insurance plan with a \$1.00 co-pay provision paid by employees.

C. The Town will continue to make premium payments for a dental plan. The Town will not administer the plan, but will provide an amount of \$29,000 annually. This will be the maximum Town cash liability regarding the dental plan.

D. The Town will continue to keep employee's enrolled in the New Jersey Disability Insurance Program.

E. Under the Consolidated Omnibus Benefits Reconciliation Act (COBRA) employees may elect to retain full insurance coverage upon termination of employment at their own expense for a period of eighteen (18) months.



ARTICLE 33.

LONGEVITY

A. All employees in the bargaining unit shall be eligible to be paid, in addition to their base salaries, longevity pay on completion of satisfactory service in increments listed herein below:

YEARS OF SERVICE	ANNUAL INCREMENT
Five	\$ 400
Ten	800
Fifteen	1,200
Twenty	1,600
Twenty-five	2,000
Thirty	2,400

B. Effective January 1, 1992, longevity will be paid as follows:

YEARS OF SERVICE	ANNUAL INCREMENT
Five	\$ 425
Ten	850
Fifteen	1,275
Twenty	1,700
Twenty-five	2,125
Thirty	2,550

C. Effective January 1, 1993, longevity will be paid as follows:

YEARS OF SERVICE	ANNUAL INCREMENT
Five	\$ 450

Ten	900
Fifteen	1,350
Twenty	1,800
Twenty-five	2,250
Thirty	2,700

D. All employees who have completed the above required years of service during any quarter of the calendar year, shall be paid at the beginning of the next quarter the pro-rated sum of longevity as set forth in Section A or B above.

**ARTICLE 34.**

**SALARIES**

A. Effective January 1, 1991, all employees covered by this Agreement shall receive a four percent (4%) increase in their present salary in addition to increment where due.

B. Effective July 1, 1991, all employees covered by this Agreement shall receive a four percent (4%) increase to their June 30, 1991, salary in addition to increment where due.

C. Effective January 1, 1992, all employees covered by this Agreement shall receive a six percent (6%) increase to their December 31, 1991, salary in addition to increment where due.

Ten	850
Fifteen	1,250
Twenty	1,650
Twenty-five	2,050
Thirty	2,450

D. All employees who have completed the above required years of service during any quarter of the calendar year, shall be paid at the beginning of the next quarter the pro-rated sum of longevity as set forth in Section A or B above.

#### ARTICLE 34.

##### SALARIES

A. Effective January 1, 1991, all employees covered by this Agreement shall receive a four percent (4%) increase in their present salary in addition to increment where due.

B. Effective July 1, 1991, all employees covered by this Agreement shall receive a four percent (4%) increase to their June 30, 1991, salary in addition to increment where due.

C. Effective January 1, 1992, all employees covered by this Agreement shall receive a six percent (6%) increase to their December 31, 1991, salary in addition to increment where due.

D. Effective January 1, 1993, all employees covered by this Agreement shall receive a six and one-half percent (6-1/2%) increase to their December 31, 1992, salary in addition to increment where due.

E. Bi-weekly salaries for employees covered by this Agreement shall be as set forth in Contract Addendums No. 1 and No. 2, No. 3 and No. 4. Employees not on the top Step (E) shall be eligible for a merit salary increase on their anniversary date of appointment during the contract period if they receive a satisfactory evaluation. If a merit salary increase is withheld due to unsatisfactory evaluation, the matter is subject to the grievance procedure.

F. Annual stipends will be paid for Sewage Treatment Plant Operators licenses as follows:

Class I	\$200.00
Class II	\$400.00
Class III	\$600.00

The stipend shall be payable the first pay period in July of each year.

#### ARTICLE 35.

##### WORKING OUT OF CLASSIFICATION

A. Any employee required by the Employer to perform the work duties and accept the responsibilities of a higher class for four (4) consecutive hours or less during a given work day will not receive any additional compensation for such work duties and responsibilities.

B. Employees required by the Employer to perform the work duties and accept the responsibilities of a higher class for more than four (4) consecutive hours will receive the rate of pay for the class beginning with the fifth (5th) consecutive hour at the rate immediately higher than the normal rate of pay.

C. Employees who are officially assigned by the Employer to perform the work duties and accept the responsibilities of a higher class for which there is a current vacancy (a vacant position is one for which specific funds are appropriated in the municipal budget but for which no appointment has been made by the Employer) shall receive the rate of pay for that class for the entire period of such assignment.

#### ARTICLE 36.

##### EDUCATION BENEFITS

A. No reimbursement will be given unless the employee is specifically directed by the Town, with the approval of the department head and the Town Manager, to attend the course and/or training program relevant to his or her position.

B. The employee must furnish evidence of satisfactory completion (equivalent of "C" or better) of said course within thirty (30) days of its completion.

C. Reimbursement shall be based upon out-of-pocket employee tuition cost calculated using prevailing rates at a New Jersey Community College for the first two (2) years and Rutgers, the State University, for subsequent years. Tuition reimbursement will not be granted for courses for which credit is not provided.

D. After completion of individual courses, all books purchased by the Town shall be surrendered to the employee's Department Head and shall become the property of the Town for use by other employees taking similar courses in the future.

#### ARTICLE 37.

##### PENSION

A. Employees enrolled in the Public Employee's Retirement System of the State of New Jersey are subject to the requirements and provisions of the plan.

B. The employee's contribution to the plan is deducted from the salary paid to such employee and remitted to the State of New Jersey as required and prescribed by law.

C. The Employer's contribution for such employee is determined by, and subsequently remitted to, the State of New Jersey, in accordance with the provisions of the law.

D. Employees having completed the required number of years of service and having attained the specified age, may apply for retirement as provided by the plan.

#### ARTICLE 38.

##### SAVINGS CLAUSE

A. The Town and the Union recognize and agree that all provisions of this Agreement are subject to law. In the event that any provision of the Agreement is rendered illegal or

invalid under any applicable law or State or Federal regulations; such illegality or invalidity shall affect only the particular provision which shall be deemed void and inoperative, but all other provisions of this Agreement shall continue in effect.

B. The parties agree to immediately meet and negotiate a substitute provision for the invalidated portion thereof, if possible. Nothing herein shall be construed to require either party to make any concessions.

#### ARTICLE 39.

##### FULLY-BARGAINED PROVISION

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all terms and conditions of employment which were or could have been the subject of negotiations.

#### ARTICLE 40.

##### TRAVEL ALLOWANCE

Employees shall be reimbursed at the rate of twenty cents (\$0.20) per mile for use of personal vehicle for attendance at training sessions or school, if attendance is required by Town.

#### ARTICLE 41.

##### UNIFORMS

A. An allowance will be provided for purchase of work clothes for use on duty for each full-time blue collar employee. The allowance shall be \$115.

This allowance shall be a lump sum payment at the first pay period in July of each year.

B. All employees shall be responsible for the proper care, cleaning, and maintenance of their work clothes at their expense.

C. If an employee terminates his employment with the Town, he shall reimburse the Town for any clothing allowance he has received in that calendar year.

D. Blue collar employees include the following job titles:

- Building Maintenance Worker
- Laborer
- Laborer, Heavy
- Mechanic
- Mechanic's Helper
- Public Works Repairer
- Public Works Inspector
- Senior Mechanic
- Senior Public Works Repairer
- Senior Sewage Plant Repairer
- Sewage Plant Operator
- Sewage Plant Repairer
- Truck Driver

E. Housing Inspectors will receive a uniform allowance of \$115 a year.

#### ARTICLE 42.

#### TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1991, and shall remain in effect to and including December 31, 1993, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing no sooner than one hundred fifty (150) nor later than ninety (90) days, prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. In



the event such written notice is given, and a new contract is not signed before the expiration date of the old contract, said contract is to continue in full force and effect until a new contract is signed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the Phillipsburg, New Jersey, Municipal Building on this        day of        .

LOCAL 2928 - AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL 73, AFL-CIO

By:

Thomas W. Kutsopus  
President

Sandra A. Calbo

R. H. J. Mel

TOWN OF PHILLIPSBURG  
WARREN COUNTY  
NEW JERSEY

By:

Joseph M. Blumfeld  
Mayor

[Signature]  
Town Manager

ATTEST:

Michelle Brubaker  
Town Clerk

WITNESS:

[Signature]